

5049 Highway 306 South
 P. O. Box 185
 Grantsboro, NC 28529
 (252)249-1851
www.pamlicocc.edu



License and Use Agreement

Request for use of the Pamlico Community College

Thank you for choosing the Ned Everett Delamar Center (the "Facility" or "Facilities") for your event. Applications for using the Facility can be found in PCC's Business Office located in the Johnson Building at www.pamlicocc.edu or by contacting the Delamar Center at 252-249-1851 x3113 or by emailing delamar_rental@pamlicocc.edu. Please read the Facility Use Policies & Procedures below and inquire with any questions.

Non-Profit Organizations Rental Information

Non-profit organizations in Pamlico County can use the Delamar Center once per year at no charge. Any additional rentals within the same year will be subject to the standard fee schedule. A refundable security deposit of \$100 is required. Use of the Facility will be reserved on the Delamar calendar once the \$100 security deposit is received. If the Facility is reserved by phone, you have five (5) business days to pay the security deposit; otherwise, the date will no longer be held. All Facilities Use Applications and Rental Agreements must be completed and submitted to the Delamar Center Coordinator at least ten (10) business days before the event. Final payment is due at least three (3) business days before the event. Payment can be made in cash, by credit card, or by check. All events, including cleanup, must conclude before 12:00 a.m. on the date of the event.

For-Profit and Private Organizations Rental Information

The cost to rent the Delamar Center is \$450 for an 8-hour event, with an additional \$60 per hour or portion of any hour for any time beyond 8 hours and \$60 per hour or portion of any hour for events lasting 7 hours or less (e.g., if an event lasts 2.5 hours, the total cost will be \$180). The 8-hour event reservation includes set-up and cleanup time (e.g., if an event lasts 8 hours and set-up time requires an additional 3 hours, the total cost will be \$630). All events, including cleanup, must conclude before 12:00 a.m. on the date of the event. A refundable security deposit of \$100 is required. Use of the Facility will be reserved on the Delamar calendar once the \$100 security deposit is received. If the Facility is reserved by phone, you have five (5) business days to pay the security deposit; otherwise, the date will no longer be held. All Facilities Use Applications and Rental Agreements must be completed and submitted to the Delamar Center Coordinator at least ten (10) business days before the event. Final payment is due at least three (3) business days before the event. Payment can be made in cash, by credit card, or by check.

Checks should be payable to Pamlico Community College and mailed/delivered to:

Pamlico Community College
Delamar Center Coordinator
PO Box 185, Grantsboro, NC 28529-0185

To pay by credit card, please call
 252-249-1851 x3113

FACILITIES USE AND PROCEDURES

Statement of Policy:

It is the policy of Pamlico Community College and its Board of Trustees (collectively, the "College" or "Licensor") to provide a service to the community by allowing the use of campus buildings and facilities, including the Ned E. Delamar Center, by outside groups, individuals, and organizations (collectively, the "Licensed User" or "Licensee") for civic, cultural, educational, recreational, and other activities within the policies and regulations of the College.

College Priority:

Use of College Facilities will not be allowed if it conflicts with the College's mission or:

1. There is another event already scheduled.
2. The Facility will be closed.
3. The Facility is undergoing repair.

Public use of the College Facilities and campus will be in accordance with these Policies and Procedures, which have been approved and enacted by the Board of Trustees.

The College, in its sole discretion, reserves the right to cancel any authorized use of College Facilities for any reason provided ten (10) days' notice is given to the party. Appropriate refunds will be processed within ten (10) business days of notification of cancellation. The College reserves the right to cancel reservations at any time if the College campus is closed due to adverse weather, emergency situations, or other unforeseen circumstances. Appropriate refunds will be processed within ten (10) business days of notification by the College to the Licensee of cancellation. Cancellations by a Licensee less than 48 hours prior to the event will cause forfeiture of the security deposit. Violations of any of the College rules and regulations shall be grounds for the suspension of a Licensee's privilege to use College Facilities.

Eligible Facility Users:

Includes, but not necessarily limited to:

1. **Non-Profit:** Community, civic, governmental, and/or non-sectarian organizations that are NOT using the Facility for a "for-profit" event. Proof of 501(C)3 or other designated tax-exempt status may be required at the time of contract.
2. **For-Profit:** Private businesses, industry, organizations, groups, and/or individuals when the intended use is "for-profit."
3. **Private Organizations:** Private organizations, groups, or individuals will be allowed only in strict accordance with the Policies and Procedures.

The College Facilities can be used for one-time or short-term events. The Facilities will not be licensed for use on a continuing or long-term basis in lieu of an organization's own facilities.

An individual or group is not eligible to use the Facility if he, she, or they have previously damaged or abused the College's Facility or have previously disrupted or interfered with the work, discipline, or educational activities of the College.

The College agrees not to discriminate against a Licensee because of disability, gender, race, age, sexual or religious orientation, national origin, or other protected class, and as Licensor, further agrees not to discriminate for these same reasons against any person relative to admission, services or privileges offered to or enjoyed by the general public.

Prohibited Activities:

The following activities are prohibited on the Facilities and campus:

1. Any activity which violates local, state, or federal laws and regulations.
2. The possession, use, or sale of:
 - a. Illegal drugs.
 - b. Alcoholic beverages (without ABC permits and liability insurance).
 - c. Weapons (i.e. knives, guns, etc.).
3. Smoking in any College building or within 25 feet of any entrance to any building.
4. Any activity which, in the opinion of the Event Coordinator, would:
 - a. Cause, or be likely to cause, damage to College property.
 - b. That may be detrimental to the College, its staff, or students.
5. Animals, except those specifically trained for and being used as service animals to assist handicapped persons.
6. Throwing rice, confetti, and/or rose petals is prohibited inside the Facilities. The security deposit (covering cleaning/damage) will be forfeited if a violation of this policy occurs.
7. All posters, banners, or other materials may not be hung, attached to, or suspended from any part of the College Facilities or surrounding property without permission from the Event Coordinator.
8. The use of fireworks/pyrotechnics.
9. Fog machines and helium balloons will set off the fire alarms and are, therefore, not permitted.

Contractual Obligations:

1. The Licensee covenants and agrees to defend, indemnify, and hold harmless Pamlico Community College, its Board of Trustees, officers, agents, and employees from and against any and all liabilities, demands, claims, damages, losses, costs (including attorneys' fees), and expenses of whatever kind or nature, including, without limitation, any and all direct and indirect costs of defense, made against, or incurred or suffered by the College or its trustees, officers, agents, and employees as a direct or indirect consequence of injury, sickness, or disease, including death, to persons; injury to or destruction of property, including without limitation, the lost use of the Facility; or any other cause of action whatsoever arising out of, resulting from, or which would not have occurred or existed except for this License and Use Agreement. This indemnity shall include, without limitation, any and all liabilities, demands, claims, damages, losses, costs (including reasonable attorneys' fees), and expenses caused, or alleged to have been caused, any acts or omissions of Licensor or its trustees, officers, agents, employees, and representatives.
2. A Licensee cannot assign or transfer its license to use College Facilities to any other person without the permission of the Event Coordinator.
3. Should the College institute a suit or other actions against the Licensee as a result of the Licensee's failure to comply with any terms of this agreement, the College shall receive all damages provided by law, all costs and disbursements provided by statute, and all costs incurred, including reasonable attorney's fees.
4. The Licensee shall designate an event contact person to coordinate all details of the event with the College. However, the group, institution, or private individual that signs the contract will be held responsible for the group and its activities in the Facilities.
5. The Licensee must provide approved adult chaperones (individuals aged twenty-one (21) or older) for youth groups, students, or children (individuals under the age of twenty-one (21) years) and assume responsibility by signing a statement of responsibility for conduct and damages. Chaperones must submit a copy of a current photo ID with the Facilities Use Application. An adult chaperone to student ratio of at least one (1) adult chaperone for every ten (10) students or children under age eighteen (18) and at least one (1) adult chaperone for every fifteen (15) students or children age eighteen (18) to twenty (20) is required.

Initials: _____ Date:

6. The Licensee shall be:
 - a. Responsible for the set-up and tear-down of all tables, chairs, and other equipment required for the event.
 - b. Liable for any loss or damage to, or repairs/replacements, and cleaning necessitated, which may occur during the rental period.
 - Holes may not be drilled, cored, or punched in the Facilities
 - Tape may not be applied to the facility walls
 - The use of candles is prohibited
 - c. The Licensee agrees to pay costs of repair or replacement for any and all damages of whatever origin or nature which may have occurred to the Facilities as a result of the Licensee's use of the Facilities.
 - d. Responsible for removing all property of the Licensee from the Facilities immediately after the rental period unless permission is granted by the Events Coordinator.
 - e. Responsible for cleaning up and removing all food and trash before leaving the Facilities. The Event Coordinator has a checklist to perform a walk-through after the event to ensure the Renter has followed through with the License and Use Agreement. **If the Facilities are not left clean, the Licensee will forfeit the security deposit and may be billed or required to pay for any additional cleaning or damages.**
7. The College shall not:
 - a. Assume any responsibility for property left in the College Facilities or on the premises by the Licensee, its agents, guests, invitees, or event participants.
 - b. Assume any responsibility for personal injury that may occur during the use of the College Facilities.
 - c. Be responsible for losses by the Licensee, its tenants, employees, or ticket holders occasioned by theft or disappearance of equipment or other personal property.
8. Authorization to use College Facilities shall not in any way signify approval by the College to allow College advertising or promotional statements on event literature/advertising unless approved by the College's President, Events Coordinator, or other authorized agent of the College, which approval may be withheld in the sole discretion of the College. All advertising/announcements of events shall be submitted for review at least ten (10) business days prior to the event.
9. Licensee understands and acknowledges that the College retains the right to control the management of the Facilities and that the College has the right to enforce all necessary laws, rules, and regulations. Authorized representatives of the College may enter the Facilities at any time and on any occasion without any restriction whatsoever. The Facilities and all related facilities and premises, including all parking areas, shall at all times be under the control and charge of the College. If applicable, the College shall have the right to control and specify the lighting level or intensity and the nature of the volume of sound amplification within the performing and seating areas of the Facilities. The College shall have the right to make the final decision when a difference of opinion arises concerning the technical equipment or any other property or equipment within the Facilities.
10. The College has the right to stop any activity when the Licensee's allotted time has expired, or the College administration finds the activity to be in violation of any rule.
11. Inappropriate behavior on the part of the presenter, performers, and/or audience may result in the cancellation or cessation of the event at the sole and absolute discretion of the Event Coordinator assigned to the event. Inappropriate behavior includes, but is not limited to, the following:
 - a. The obstruction of aisles, exits, doorways, stairwells, or passageways
 - b. Willful destruction of and/or damage to College Facilities, property, or equipment
 - c. Deliberate disruption of a performance or event in progress
 - d. Failure to abide by any of the rules, procedures, or policies stipulated in this document
 - e. Perceived danger to staff, patrons, or performers

Initials: _____ Date:

- f. Use of profanity, vulgarity, or obscenity
12. Parking for all events is allowed only in designated parking areas.
 13. Control of all College buildings, equipment, furniture, machinery, electrical and service installations, and other College property, equipment, and facilities shall at all times remain with the College and its employees or authorized representatives.
 14. Unless otherwise noted, the Event Coordinator will have permission to take photos and or videos for advertising purposes only.
 15. The College reserves the right to impose any additional rules or regulations or to set special use arrangements, whether or not expressly provided herein, which may be necessary for the best interest of the College, and such rules, regulations, or special arrangements shall be binding upon the licensed user of the Facilities.
 16. If any of the terms, covenants, conditions, and agreements of this License and Use Agreement for any reason shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the other terms, covenants, conditions, and agreements of this License and Use Agreement, and any terms, covenants, conditions, and agreements hereof thereafter shall be construed as if such invalid, illegal, or unenforceable terms, covenants, conditions, and agreements were never contained herein.
 17. The failure of the College or the Licensee to insist upon the performance of any of the terms and conditions of this License and Use Agreement, or the waiver by the College or the Licensee of any breach of any of the terms and conditions of this License and use Agreement, shall not be construed as thereafter waiving any terms and conditions, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred. No such waiver shall be enforceable unless in writing and signed by the party to be charged therewith.
 18. Notwithstanding the principles of conflicts of law, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this License and Use Agreement. Any action relating to this License and Use Agreement shall be instituted and prosecuted only in the courts of the County of Pamlico, the State of North Carolina, and the parties hereby consent to the personal jurisdiction of said courts and waive any right of removal or defense relating to such jurisdiction and venue.
 19. This License and Use Agreement constitutes the entire agreement between the College and the Licensee with respect to the subject matter herein and supersedes all prior discussions and written and oral agreements with respect thereto. The terms of this License and Use Agreement may not be modified except by a written agreement duly executed by the College and the Licensee.
 20. Licensee shall not sell or distribute tickets or passes in excess of any seating or occupancy capacity of the Facilities. For those events with open admission or for which tickets or passes are not required, the College shall have the right to determine when the maximum number of persons has been admitted to the event in accordance with fee and safe movement and with local fire protection ordinances or regulations.

Catering:

The name of the caterer or persons selected to prepare food must be submitted with the *Facilities Use Application and Rental Agreement*. The Licensee is responsible for ensuring the kitchen is clean before leaving the Facilities. Failure to clean kitchen will result in forfeiture of security deposit.

Use of Alcoholic Beverages:

Licensees who reserve the College Facilities may serve alcoholic beverages at a function, provided that the Licensee is external to the College, the function is NOT a student activity, and the following actions are taken before the event:

Initials: _____ Date:

The Licensee MUST:

1. Obtain an **ABC Permit** and present a copy to the Event Coordinator at least (10) business days before the event. Failure to submit this certificate of insurance will void the License and Use Agreement between the College and the Licensee. The Licensee must contact the ABC Commission in Raleigh, (919) 779-0770 for the appropriate application and compliance policies. Their website is <http://abc.nc.gov/>; a form is available under Permits. Please be aware this process can take several weeks. The ABC Permit must be posted at the bar.
2. Obtain **Liability insurance**, which includes Host Liquor Liability, and assume, in writing, liability for any matters arising from the serving of alcohol. The liability policy shall have limits of liability of at least one million dollars (\$1,000,000.00), will name the Pamlico Community College as an “additional insured” on a primary basis, and be presented to the Event Coordinator at least five (5) business days before the event. Failure to submit this certificate of insurance will void the License and Use Agreement between the College and the Licensee.
3. Arrange for **Security** in a manner satisfactory to the Event Coordinator and provide information regarding the number of people expected to attend, the quantity of alcohol expected to be served, and assurance that the ABC Laws and Rules of North Carolina pertaining to the use, licensing, and serving of alcoholic beverages are fully applied.

The Event Coordinator will consider each alcohol-use request on an individual basis and reserves the right to deny the use of College facilities if such use is deemed not to be in the best interests of the College. The College, its employees, administrators, agents, and trustees are held harmless from any liability arising from any event that has provided the use of alcohol. The College reserves the right to eject or cause to be ejected from the Facilities any intoxicated or any disorderly person or persons, and neither the College nor any of its trustees, officers, agents, or employees shall be liable to the user for any damage that may be sustained by the user due to the College's exercise of such right.

Staffing:

All of the College Facilities must have a designated College employee on site for College events. If the Licensee desires to contract staffing from outside sources for any reason, the Licensee must be approved by the College President.

1. The President of the College will meet with and/or discuss facilities use with all non-profits and then transfer the customer to the Event Coordinator.
2. The Event Coordinator will collect and process paperwork, security deposits, assist with the walk-through of the Facility, and add the event to the calendar.
3. The Event Coordinator will maintain correct calendars and an efficient filing system.
4. The Event Coordinator will process documentation and refund the security deposit within (10) days of the event ending.

Insurance:

The Event Coordinator reserves the right to require the Licensee to obtain liability insurance for an event due to the number of participants or the nature of the event.

1. If such insurance is required, the Licensee will provide a certificate of insurance, naming the College and Licensee as insured parties and covering claims for injuries, death, and/or property damage arising out of the use of the premises by the Renter. Said coverage shall coincide with the Licensee's scheduled use date(s). Said liability insurance policy shall have a minimum coverage of one million dollars (\$1,000,000.00).
2. If required, the certificate of Licensee's liability insurance must be submitted to the Event Coordinator at least five (5) business days before the event. Failure to submit this certificate of insurance will void the License and Use Agreement between the College and the Licensee.

Initials: _____ Date:

Sales Tax:

1. Pamlico Community College will not accept any transfer of liability for taxes due on admissions that the Licensee has failed to charge and remit to the State of North Carolina or other taxing jurisdictions.
2. All users of Facilities are solely responsible for collecting and remitting any and all applicable sales and use taxes to the North Carolina Department of Revenue, and Pamlico Community College assumes no obligation or responsibility for said taxes.

Safety:

The Licensee shall use the premises in a safe and careful manner and shall comply with all municipal, state, and federal laws, rules, and regulations as prescribed by the fire and police departments and other governmental authorities, as may be in force during the occupancy period.

Licensee Shall Be:

- a. Responsible for providing appropriate security for all events as prescribed and required by the College in its sole and absolute discretion.
- b. Responsible to comply with all ADA (Americans with Disabilities Act) regulations. Users may not obstruct sidewalks, passageways, entries, doors, passages, vestibules, halls, corridors, or stairways.
- c. Responsible for conducting its activities in the Facilities with full regard to public safety and abiding by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and with the College to assure such safety and reduce the risk of injury or harm to persons or property.
- d. Responsible for not bringing into the premises any material, substance, equipment, or object which is likely to constitute a hazard to the property.
- e. Responsible for explaining to attendees that loitering on College property is prohibited.
- f. The Licensee and its agents or employees shall comply with all laws, ordinances, and regulations adopted or established by federal, state, or local government agencies or bodies, as well as with the policies, rules, and regulations of the College. No activities which violate federal, state, or local laws or ordinances shall be permitted in the Facilities.

College Shall Be:

- a. Responsible for refusing any known hazardous material, substance, equipment, or object to be brought on the premises.
- b. Responsible for confirming all youth groups, children, and student groups under twenty-one (21) years of age will be accompanied by adult chaperones. Adult chaperones will be required to present a copy of a current state or federal photo ID card. Adult chaperones shall be responsible for the conduct of the group and any damages.
- c. Responsible and reserves the right to terminate any performance/event in the interest of public safety and/or when contracted "end-of-show" time has expired, in the College's absolute and sole discretion.
- d. The President of Pamlico Community College shall have final discretion over any disputes.

Pamlico Community College Facility Use Application & Rental Agreement

Event Title _____ Date of Event _____

Event Begin Time _____ Event End Time _____

Set-Up Time _____ to _____ Clean-Up Time _____ to _____

Organization Type: Non-Profit _____ For-Profit _____ Private _____

Non-Profits:

501(C)3 number: _____

Organizations last use date: _____

(All events, including set-up, clean-up, and event time, must conclude before 12:00 a.m.)

Primary Renter Contact Information

Name _____

Mailing and physical address _____

Day Phone _____ Cell Phone _____

Email _____ Fax (if appropriate) _____

Secondary Renter Contact Information

Name _____

Mailing and physical address _____

Day Phone _____ Cell Phone _____

Email _____ Fax (if appropriate) _____

Approximate Number of Attendees: _____

If the party exceeds 100 individuals or if alcohol will be served, security is required. If applicable, please provide the following Security/Safety Information: Name(s) _____

Will alcohol be served? _____ Will alcohol be sold? _____ Will alcohol be served for donations? _____

List the types of alcoholic beverages that will be available: _____

Due Dates (no later than 10 days prior): ABC Permit: _____ Liability Insurance Certificate: _____

If the event is for children's groups, other than family gatherings, please check the appropriate selections below:

Adult _____ Children (under 18) _____ At least one chaperone for every 10 children is required.

Adult _____ Young adults (18-20) _____ At least one chaperone for every fifteen 18-20 year old.

(A valid ID will be required to show proof of age for chaperones) (Event Coordinator will make a photocopy)

If the event is catered, provide the catering service name and a phone number. _____

For advertising purposes, the Event Coordinator may take photos and or videos for Delamar Center advertising purposes only. If your event requests no pictures, please sign and date below.

I request that no photos be taken at the event.

Signature of Licensee _____

Date: _____

Initials: _____ Date: _____

Ned Everett Delamar Center Check List

Includes the following amenities, according to the need of the Licensee: auditorium with retractable seating, stage, kitchen, atrium, and conference room. Please choose items that you will need for your event.

Item	Equipment Requested	Number Available
Basic Sound & Lighting on Stage		1 Available
Theater performance lighting		5 presets available
ADA Podium		1 Available
Podium		1 Available
Microphone Stand		1 Available
Wireless Microphone		2 Available
Portable stand-alone PA System (w/2 wireless microphones)		1 Available - ONLY for events outside
LCD Projector with double-stage screen panels		Available
Theater Seating		Seats 400
Chairs		200
Rectangle Tables (5')		47
Round Tables		23
Samick Grand Piano		1

Security Deposits

There is a \$100.00 security deposit required for all events. This deposit will be returned within (10) business days if there are no damages and/or violations of the License and Use Agreement.

Initials: _____ Date:

Invoice Summary Event Title: Event Date:

Rental Fees Total (\$450.00 for 8 hours; an additional \$60 p/hr. for every hour in excess of the 8 hours; 60 p/hr. for rentals of 7 hours or less). Number of hours requested: _____	\$
Security Deposit (\$100.00)	\$ 100.00
Subtotal	\$
Security Deposit (Due when reserved) (Payment Date: _____)	
Balance	
Final Payment (Due 10 days before the event) (Payment Date: _____)	
Balance	
Security Deposit Refund (Date requested to the Business Office: _____)	

<p>I have read and agree to abide by the rules and regulations governing facilities use of Pamlico Community College. I agree to be billed for any additional hours or fees utilized but not listed on this rental agreement, any additional personnel needed, and any damages.</p>	<p>I AGREE TO INDEMNIFY AND HOLD HARMLESS ALL PAMLICO COMMUNITY COLLEGE EMPLOYEES AND THE PAMLICO COMMUNITY COLLEGE BOARD OF TRUSTEES, INDIVIDUALLY OR COLLECTIVELY, FOR ALL CLAIMS OR LIABILITY ARISING OUT OF THE USE OF THE COLLEGE'S FACILITIES AND PROPERTY.</p>
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Signature of Licensee	Printed Name	Date
Signature of College Event Coordinator	Printed Name	Date

By signing the Rental/Use Agreement, the requestor agrees to abide by all policies and procedures of the facilities. Please enclose the security deposit or payment and return it with your Facility Application and Rental Agreement to:

Delamar Center Coordinator
Facilities Use Requests
 Pamlico Community College
 PO BOX 185
 Grantsboro, NC 28529-0185
 252-249-1851 x3113
delamar_rental@pamlicocc.edu
www.pamlicocc.edu

(Checks should be made payable to Pamlico Community College.)

Initials: _____ Date: _____